
Appendix B
Construction Inspection Report
South Plant Transmission Pipeline
Phase I and Phase II
Change Order Request Log

CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT

BOARD OF WATER COMMISSIONERS

HAROLD W. WILLIS
President

Commissioners
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ALTON L. GARRETT, JR.
JUDY L. REDEKER
JAMES H. URATA



BERNARD C. KERSEY
General Manager
STACEY R. ALDSTADT
Deputy General Manager
JOSEPH F. STEJSKAL
Director: Engineering
Construction-Maintenance
JOHN A. PERRY, P.E.
Director: Water Reclamation
PAUL E. HARMON
Director of Finance
MARJORIE A. HOVERLAND
Director of Administrative Services
JON K. TURNIPSEED
Safety Program Manager

July 1, 1998

RECEIVED
EOB/ADMINISTRATION

JUL - 2 1998

CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPT.

Mr. Mark Trautwein
Trautwein Construction
14046 Santa Ana Avenue
Fontana, CA 92337

Reference: CHANGE ORDER NO. 1 TO CONTRACT NO. 1281

Dear Mr. Trautwein:

Enclosed please find two fully executed copies of Change Order No. 1 to Contract No. 1281. Please retain one copy for your file and forward the other copy to your bonding company.

Sincerely,

Stacey R. Aldstadt
Deputy General Manager

als
Enclosures

cc: Joe Stejskal
Bob Green
Tom Valdez
James Dye
Roy Herzig, USEPA
Dwayne Deutscher, URS

CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT

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Director: Water Reclamation

PAUL E. HARMON
Director of Finance

MARJORIE A. HOVERLAND
Director of Administrative Services

JON K. TURNIPSEED
Safety Program Manager

June 8, 1998

Mark Trautwein
Trautwein Construction
14046 Santa Ana Ave.
Fontana, CA 92337

RECEIVED
ADMINISTRATIVE

JUN 9 1998

CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPT.

Re: Contract No. 1281

Dear Mr. Trautwein:

Enclosed, please find three copies of Change Order No. 1 to Contract No. 1281, the South Plant Phase II Pipeline for the Newmark Drinking Water Restoration Superfund Project. This change order should reflect all negotiated items discussed in our meeting some time ago. Please review the change order, sign all three copies and return it to my attention as soon as possible. The change order will then be placed on the agenda at the next regular meeting of the Board of Water Commissioners, for approval.

If you have any questions regarding the change order or the contract, please contact me at (909) 384-7210.

Very truly yours,

Stacey R. Aldstadt
Deputy General Manager

cc: Bernard C. Kersey
James Dye
File Contract No. 1281

90.
CONTRACT NO. ~~1273~~ 1281

CHANGE ORDER NO. 1

OWNER: San Bernardino Municipal Water Department

CONTRACTOR: Trautwein Construction.

PROJECT: South Plant Phase II Pipeline for the Newmark Drinking Water
Restoration Superfund Project

You are hereby requested to make the following described changes and/or additions to the project Plans and Specifications.

Item No.	Description of Changes and/or Additions	Decrease in Contract Price (Change in Contract Time)	Increase in Contract Price (Change in Contract Time)
1	Repair existing sprinklers during construction	\$ 250.00 (0 Days)	
2	Install new sprinkler system to replace destroyed one.		\$ 25,150.00 (10 Days)
3	Gas Company - excavation, backfill and compaction on 2/18/98		\$ 969.04 (1 Day)
4	Gas Company - excavation, backfill and compaction on 2/19/98		\$ 801.76 (1 Day)
5	Gas Company - excavation, backfill and compaction on 2/20/98		\$ 969.04 (1 Day)
6	Gas Company - excavation, backfill and compaction on 2/25/98		\$ 3,455.28 (1 Day)

Item No.	Description of Changes and/or Additions	Decrease in Contract Price (Change in Contract Time)	Increase in Contract Price (Change in Contract Time)
7	Downtime on unmarked 1" and 4" water service 3/9/98		\$ 2,858.21 (0 Days)
8	Alignment change in Mountain View Avenue north of 30th Street.		\$ 13,676.00 (0 Days)
9	Sewer laterals not offset	\$ 7,500.00 (0 Days)	
10	Concrete underlayment not removed	\$ 12,126.00 (0 Days)	
11	Unstable soil not encountered	\$ 500.00 (0 Days)	
12	Imported Backfill Gravel not imported	\$ 3,000.00 (0 Days)	
13	Additional 10 feet of 24" DIP to provide better interface with bridge contractor.		\$ 1,000.00 (0 Days)
14	Additional 2" Air Vacuum and Release Valve for a local high point.		\$ 4,000.00 (0 Days)
15	Additional 24" Ductile Iron Pipe offset		\$ 10,000.00 (0 Days)
TOTALS		\$ 23,376.00	\$ 62,879.33

Original contract amount:	\$ 533,236.00
Net changes by previous Change Orders:	0.00
Contract Amount prior to this Change Order:	533,236.00
Net increase in contract days	14 Days
Net increase due to this Change Order:	39,503.33
Net Contract Amount, Including this Change Order:	572,739.33

The work required by this Change Order can be completed within the time allotted for in the original Contract, and the extensions granted by this Change Order. Any and all time extensions required as the result of the work referenced have been included in this change order.

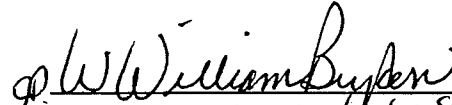
The amounts indicated above will be compensation in full for the work described, including all direct and indirect, incidental or consequential costs or expenses, including, but not limited to, extended overhead and other impact costs, that have been or will be incurred by the Contractor.

ACCEPTED BY:


Trautwein Construction

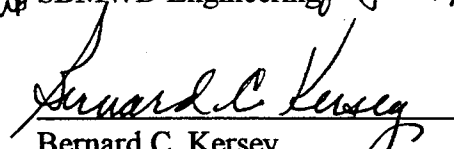
DATE: 6/23/98

RECOMMENDED BY:


SBMWD Engineering for Joe Skyskal

DATE: 6/30/1998

APPROVED BY:


Bernard C. Kersey
General Manager, SBMWD

DATE: 7-1-98

1

CHANGE ORDER NO. 1
ITEM NO. 1 BREAKDOWN

Title: Repairing existing sprinklers during construction

Description: This change would deduct the work for repairing damaged sprinklers from the scope of work.

Reason: Since a new system was installed the existing system no longer needs to be repaired.

Prior Approval: 3/6/98 contractor began to excavate along the south side of the reservoir. Immediately the contractor began hitting sprinkler lines not marked in the field or on the plans. The contractor stopped work and requested direction from the inspector. The inspector paged Engineering to visit the job site and make a decision.

Upon inspection of the site it was clear from the complicated nature of the looped and dead end segments and the various types of pipe that the sprinkler system was put in piece meal over an extended period of time. Without many choices of pipeline alignment to choose from Engineering directed the contractor to proceed with excavation.

Engineering staff reviewed the records looking for plant maps and plans. There was a partial design of a sprinkler system that covered a portion of the area disturbed, but it was not complete and it did not match the layout of sprinklers in the field. No other "as built" records were found.

Contractor's Proposed Cost: (\$ 250.00)

Negotiated Total Cost: (\$ 250.00)

Time Extension: 0 days

TRAUTWEIN CONSTRUCTION

General Engineering Contractor 605199A

April 21, 1998

James Dye
San Bernardino Water Department
195 N. "D" Street
San Bernardino, CA 92410

RECEIVED
ENGINEERING

APR 21 1998

CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPT.

RE. Newmark Water Transmission Main -Phase II
Sprinkler Repair in South Plant Park Area

Dear Mr. Dye,

In our bid we estimated \$250.00 to repair the sprinklers in the South Plant Park area. From what we could tell it looked to be minor sprinkler repairs for our crew. As we got into the Park with our pipeline it became evident that the existing sprinkler system was very old and had no rhyme or reason to it. There is no continuity in regards to sprinkler line locations, sprinkler heads and other materials. Therefore, the system is going to be very costly to fix and return to its original condition. Our estimate to replace the old system to its original condition is \$34,500.00. We have also worked up a price to install a brand new system at a cost of \$25,150.00.

Please advise us as to which way you would like us to repair the sprinklers as soon as possible.

Sincerely,

Mark Trautwein
Mark Trautwein

TRAUTWEIN CONSTRUCTION

General Engineering Contractor 605199A

April 27, 1998

James Dye
San Bernardino Water Department
195 N. "D" Street
San Bernardino, CA 92410

RECEIVED
ENGINEERING

APR 27 1998

CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPT

RE. Newmark Water Transmission Main -Phase II

Dear Mr. Dye,

We are requesting an additional 10 working days due to the additional work needed to complete the sprinkler system repair in the park.

Sincerely,



Mark Trautwein

5273

TRAUTWEIN CONSTRUCTION

General Engineering Contractor 605199A

May 26, 1998

James Dye
San Bernardino Water Department
195 N. "D" Street
San Bernardino CA 92410

RE: Newmark Water Transmission Main -Phase II

Dear Mr. Dye,

This letter is to inform you that the above referenced project was complete per contract on May 6, 1998 with the exception of the Waterman Plant sprinkler system which was added to our contract April 29, 1998. The materials for the sprinkler system were ordered April 30 and delivery and construction started May 11, 1998. On May 21, we were 95% complete with the irrigation system and are now waiting on San Bernardino Water to provide electricity and adequate water pressure so the system can be tested.

Please give us direction so that we can final this contract and get notice of completion filed.

Sincerely,



Mark Trautwein

RECEIVED
MAY 29 1998
SAN BERNARDINO WATER DEPT

CHANGE ORDER NO. 1
ITEM NO. 2 BREAKDOWN

Title: Install new sprinkler system to replace destroyed one.

Description: Install a replacement sprinkler system to replace the one destroyed when the 24" Ductile Iron Water Main was placed on the same alignment as existing sprinkler supply lines.

Reason: The existing sprinkler system was destroyed during construction. There was no indicator to the contractor during or prior to the contract that the pipeline alignment passed right through the backbone of an existing sprinkler system. The existing lines were not marked and there were no records of their whereabouts on file. The sprinkler system had to be put back immediately in order to avoid damage to contiguous plants and grass located in the park.

Prior Approval: On April 6, 1998, the contractor was directed by James Dye, SBMWD Engineering, to proceed with construction on the original design alignment being aware of the existence of the existing sprinkler system. The result of proceeding with construction was that the existing sprinkler system was destroyed beyond repair. (Verbal estimates from two sprinkler contractors indicated a price range from \$ 30,150.000 to \$ 45,000.00 to repair the existing system.) The SBMWD provided a replacement sprinkler system design to the contractor on April 9, 1998. On April 29, 1998, the contractor provided a bid price of \$ 25,150.00 to put in a new sprinkler system

Since Trautwein is not familiar with landscape construction they provided the department with three contractor prices for the new system as follows:

The Grounds Keeper	\$ 27,901.90
Elite Landscape	\$ 22,750.00
Cuzz Landscape	\$ 55,275.00

The contractor used the price provided by Elite Landscape with an 11% overhead added, for a total bid price of \$25,150.00.

This item was raised at a meeting with USEPA and URSG on April 28, 1998, and Roy Herzig with USEPA verbally authorized SBMWD to proceed with replacement of the sprinkler system.

**Contractor's
Proposed Cost:** \$ 25,150.00

**Negotiated
Total Cost:** \$ 25,150.00

Time Extension: 10 Days

TRAUTWEIN CONSTRUCTION

No. of pages incl. this one: 4

RECEIVED
ENGINEERING

To:

APR 29 1998

JAMES DYE
SAN BERNARDINO WATER

Fax number:

CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPT.

384-5532

From:

MARK

Date:

If you do not receive all pages, please contact:

TRAUTWEIN CONSTRUCTION
14046 SANTA ANA AVE.
FONTANA, CA 92337
909-829-8258
909-829-8278 FAX

Subject:

LANDSCAPE QUOTES PER
YOUR REQUEST

PROPOSAL

TROUTWINE CONST.

APRIL 14, 1998

1. INSTALL AUTOMATIC IRRIGATION PER PLANS AND SPECIFICATIONS PROVIDED BY CONTRACTOR

\$ 27,901.90

2. HYDRO SEED APPROX. 16,450 SQ. FT. NEW LAWN AREA.

\$ ~~1,467.50~~

TOTAL MATERIAL AND LABOR

~~\$ 29,369.40~~THE GROUNDSKEEPER
TOMMY ANDRADE

P. O. BOX 5019

UPLAND, CA 91785
(909) 982-0782



COMPLETE LANDSCAPE SERVICE
A DIVISION OF ELITE SERVICE, LTD.

Professional
 Landscape
 Management

April 29, 1998

Mr. Mark Trautwein
 Trautwein Construction
 14046 Santa Ana Ave
 Fontana, CA 92337
 Ph. (909) 829-8258

Membership
 Commercial
 Industrial
 Residential
 •
 Mailing Address
 P.O. Box 5764,
 San Bernardino,
 CA 92412

(909) 829-1556
 (909) 829-0320

Subject: Irrigation System, For The City Of San Bernardino Municipal Water Department
 U.S.E.P.A. South Plant Pipeline Waterman.
 Construction Order # 5273

Dear Mr. Trautwein

This proposal is for installing a new irrigation system at the Waterman plant. This job will consist of installing a total of 10, 1.5 Irritrol 700-electric sprinkler valves, with two separate Irritrol RD600-ext six station controllers located on the side of the pump houses which are located on the east and west side of the site. We will be using both of the existing backflow assembly provided at the site. We will be using 2 inch reduce to 1.5 pvc schedule 80 pipe to the valve. All station wires will be in conduit from the valves to the controllers, all valves will be in meter boxes. The type of sprinklers we would install are a little different then what the specs are calling for. I would recommend installing Hunter I-25 ADS, the difference between this sprinkler and the I-25 ADV which the specs call for is the I-25 ADS has a stainless steel riser this allows longer life in harsher conditions. The other type of sprinkler is a PS 4" Hunter pop-up, these will be use at the North & West corner of the project. The last thing we would do at this site is re-seed all turf areas damage by our trencher. We included a 90 day irrigation service to this site. We will test this system every week and will make any necessary repairs that may arise. The total cost for this job is \$22,750.00

If you have any question or require more information feel free to call us. Thank you for giving us the opportunity to bid on your project.

Sincerely

Robert Simmons
 Customer Service Supervisor



Cuzz

Landscaping Company
License #604865

April 9, 1998

Trautwein Construction
14046 Santa Ana Avenue
Fontana, CA 92337

Attn: Mark Trautwein

Thank you for the opportunity to quote you. Our lump sum price to install the irrigation system at the Waterman Park per your plans is \$55,275.00

Thank you

Mark Surridge

4693 Mountain View Avenue, San Bernardino, CA 92407
909-881-1600 fax 909-881-3149

3

CHANGE ORDER NO. 1
ITEM NO. 3 BREAKDOWN

Title: Gas Company - excavation, backfill and compaction on 2/18/98

Description: Provide construction service to the Gas Company, to avoid downtime and delays in job progress when gas company services stopped construction progress.

Reason: Gas Company gas mains and service laterals were in the pipeline alignment and had to be relocated. The SBMWD had made prior arrangements with the Gas Company to relocate the service prior to construction. The Gas Company committed to the department that they would be able to relocate the service without impacting Trautwein Construction's forward progress. The Gas Company did not live up to its commitment. Rather than shut down forward progress on the pipeline and request delays, Trautwein took pro-active steps to minimize the delays caused by the Gas Company by providing construction services to the Gas Company.

Prior Approval: During the week prior to the delay, SBMWD Engineering received three phone calls warning of the impending downtime associated with the Gas Company's failure to act. SBMWD contacted the Gas Company each time. The Gas Company was unable or unwilling to accelerate the construction schedule to accommodate the contractor's schedule. On 2/18/98, the SBMWD staff, together with Trautwein Construction, and the Gas Company assembled to discuss alternatives. At that meeting the SBMWD authorized Trautwein to provide construction services to the Gas Company in order to avoid additional delays.

**Contractor's
Proposed Cost:** \$ 969.04

**Negotiated
Total Cost:** \$ 969.04

Time Extension: 1 Day

DAILY EXTRA WORK DETAIL REPORT

CONTRACTOR: TRAUTWEIN CONSTRUCTION
14046 SANTA ANA AVENUE
FONTANA, CA 92337

PROJECT: NEWMARK WATER TRANSMISSION PIPELINE - PHASE II
CITY OF SAN BERNARDINO WATER DEPARTMENT

DESCRIPTION: GAS COMPANY - EXCAVATION, BACKFILL AND COMPACT GAS RELOCATIONS.

C.O. #: 01

DATE PERFORMED: 2/18/98

EQUIPMENT / RENTAL	Quantity	HOURS	RATE	COST	LABOR	HOURS	RATE	COST
CAT 916 LOADER	1	5	25.50	127.50	BRIAN WALKER - OPERATOR	5	34.83	174.15
CAT 436 BACKHOE	1	5	21.46	107.30	RAJUL CASTANON - LABORER	5	26.07	130.35
ROLLER	1	5	17.50	87.50				

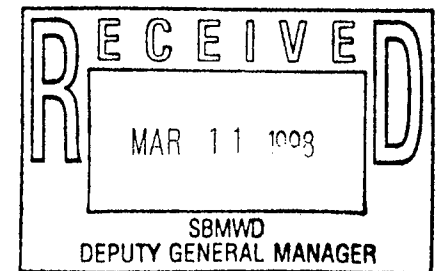
EQUIPMENT SUBTOTAL: 322.30

MATERIAL	QUANTITY	RATE	COST
COLD MIX	5 TONS	23.07	115.35

MATERIAL SUBTOTAL: 115.35


CONTRACTOR:

APPROVED BY:



LABOR SUBTOTAL: 304.50
PLUS: 33% 100.49

LABOR COST: 404.99

EQUIPMENT & MATERIAL: 437.65

SUBTOTAL 842.64

15% ON LABOR COST: 60.75

15% ON EQUIPMENT & MATERIAL: 65.65

TOTAL THIS REPORT: 969.04

03/17/98

01:58

SBMWD-ENGINEERING - 5215

IND. GJO

VOC

WHITE
GENERAL SERVICES
FILE

AGREEMENT FOR COLLECTIBLE WORK

C.O. 5213
Spec 1281

No. D 59763

WRT# 341442

NOTE: IF WORK UNDER THIS AGREEMENT IS NOT STARTED WITHIN NINETY DAYS (90) FROM THE DATE OF ACCEPTANCE, THE AGREEMENT MAY BE TERMINATED BY EITHER PARTY THERETO.

PURCHASER CITY OF S.B. WATER DPT. DATE PREPARED 8-4 19 97
 (PRINT)
 JOB ADDRESS OR LOCATION MARSHALL BL. FROM LU90 TO LEROY, South to WATERMAN PLANT
 (PRINT)
 BILLING ADDRESS 300 N. "D" ST. CITY S.B. PHONE 384-5319
 (PRINT)

THE PURCHASER HEREBY REQUESTS SOUTHERN CALIFORNIA GAS COMPANY TO PERFORM THE FOLLOWING WORK AT THE JOB ADDRESS OF LOCATION DESCRIBED ABOVE.

DESCRIPTION OF WORK TO BE DONE: (3) LOCATIONS TO LOWER 2" M GAS PIPE AND (16) SVCS
to be altered to ACCOMMODATE CONSTRUCTION OF A 24"
WATER PIPE LINE.

IN CONSIDERATION OF THE PERFORMANCE OF THE ABOVE DESCRIBED WORK, THE PURCHASER AGREES TO PAY TO SOUTHERN CALIFORNIA GAS COMPANY: (CHECK ONE)

- (A) ☐ A FIRM AMOUNT OF \$ _____
 (B) ☒ THE ACTUAL COST AS CALCULATED BY SOUTHERN CALIFORNIA GAS COMPANY.
 (C) ☐ ACTUAL COST CALCULATED BY SOUTHERN CALIFORNIA GAS COMPANY, NOT TO EXCEED \$ _____
 (D) ☐ AN AMOUNT CALCULATED IN ACCORDANCE WITH THE ATTACHED FORM 3117, SPECIFICATIONS FOR CUTTING AND RECONNECTING SERVICES.
 (E) ☐ THE UNIT COST AS CALCULATED BY SOUTHERN CALIFORNIA GAS COMPANY.
 (F) ☐ ACTUAL COST INCURRED FOR INSPECTION OF APPLICANT INSTALLED MAIN/SERVICE EXTENSIONS, AND ALL MATERIALS PURCHASED FROM SO. CAL. GAS CO. FOR COMPETITIVE BIDDING PROJECTS.

THE ACTUAL COST, ANY AGREED UNIT COST OR ANY FIRM ESTIMATE SHALL INCLUDE OVERHEAD COSTS CONTAINED IN THE COMPANY'S APPROPRIATE BILLING FORMULA

☒ PAYMENT IS IN ADVANCE.☐ PAYMENT IS DUE AND PAYABLE UPON PRESENTATION OF A BILL TO _____

IN CASE OF DEFAULT OR DELAY IN PAYMENT, CITY OF SAN BERNARDINO MUNICIPAL
WATER DEPARTMENT OMO # 713411

SHALL PAY TO THE COMPANY ALL COSTS AND EXPENSES INCURRED IN THE COLLECTION OF ANY SUM DUE, INCLUDING ATTORNEY'S FEE AND COURT COSTS. A DEPOSIT OF
\$33,588.93 HAS BEEN MADE BY THE PURCHASER AS PAYMENT TOWARD ALL COSTS TO BE INCURRED BY THE COMPANY FOR WORK PERFORMED
 UNDER THIS AGREEMENT. PURCHASER AGREES TO PAY, UPON PRESENTATION, EACH BILLING ISSUED FOR WORK COMPLETED AND TO MAKE ADDITIONAL ADVANCE DEPOSITS OF

XXXXXXXXXXXX EACH WHENEVER THE COMPANY DETERMINES THE COST OF THE WORK COMPLETED HAS SUBSTANTIALLY EQUALLED THE AMOUNT OF
 THE DEPOSIT. IF ACTUAL COST EXCEEDS THE DEPOSIT(S), THE PURCHASER SHALL PAY THE COMPANY THE DIFFERENCE; IF THE TOTAL COST IS LESS THAN THE DEPOSIT(S),
 THEN THE COMPANY SHALL REFUND THE DIFFERENCE.

THE PURCHASER AGREES THAT ANY EXCAVATION MADE BY HIM THAT IS TO BE ENTERED BY GAS COMPANY EMPLOYEES, AGENTS OR SUBCONTRACTORS IN PERFORMING THE
 WORK COVERED BY THIS AGREEMENT SHALL CONFORM TO ALL REQUIREMENTS OF STATE OF CALIFORNIA CONSTRUCTION SAFETY ORDERS, PARTICULARLY THE PROVISIONS
 OF ARTICLE 6, SECTIONS 1539 THROUGH 1547, WHICH RELATE TO THE SAFE CONSTRUCTION OF TRENCHES AND EXCAVATIONS.

THE PURCHASER FURTHER AGREES TO TAKE ALL REASONABLE CARE IN PROTECTING THE GAS COMPANY'S PROPERTY FROM DAMAGE, INCLUDING THE USE OF PROCEDURES
 WHICH WILL NOT PLACE UNDUE STRAIN ON PIPES DURING EXCAVATION AND BACKFILL OR CAUSE DAMAGE TO PIPE PROTECTIVE COATINGS.

THE PURCHASER SHALL ALSO INDEMNIFY THE GAS COMPANY AGAINST, AND SAVE AND HOLD IT HARMLESS FROM, ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES AND
 COSTS OF EVERY KIND AND NATURE FOR INJURY TO OR DEATH OF ANY AND ALL PERSONS, INCLUDING WITHOUT LIMITATION, EMPLOYEES OR REPRESENTATIVES OF THE GAS
 COMPANY OR OF THE PURCHASER, OR ANY OTHER PERSON OR PERSONS, AND FOR DAMAGE, DESTRUCTION OR LOSS, CONSEQUENTIAL OR OTHERWISE, TO OR OF ANY AND ALL
 PROPERTY, REAL OR PERSONAL, INCLUDING, WITHOUT LIMITATION, PROPERTY OF THE GAS COMPANY OR OF THE PURCHASER, OR OF ANY OTHER PERSON OR PERSONS,
 RESULTING FROM OR IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK UNDER THIS CONTRACT. THE PURCHASER SHALL, ALSO,
 UPON REQUEST BY THE GAS COMPANY, AND AT NO EXPENSE TO THE GAS COMPANY, DEFEND THE GAS COMPANY IN ANY AND ALL SUITS, CONCERNING SUCH INJURY TO OR
 DEATH OF ANY AND ALL PERSONS, AND CONCERNING SUCH DAMAGE, DESTRUCTION OR LOSS, CONSEQUENTIAL OR OTHERWISE, TO OR OF ANY AND ALL PROPERTY, REAL OR
 PERSONAL, INCLUDING, WITHOUT LIMITATION, SUITS BY EMPLOYEES OR REPRESENTATIVES OF THE GAS COMPANY OR OF THE PURCHASER OR ANY OTHER PERSON OR PER-
 SONS, EXCLUDED FROM THIS PARAGRAPH ARE THOSE INJURIES TO OR DEATHS OF PERSONS AND DAMAGE, DESTRUCTION OR LOSS, TO OR OF PROPERTY ARISING FROM
 THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE GAS COMPANY, OR ITS EMPLOYEES OR REPRESENTATIVES.

AGREED AND ACCEPTED SEPT 30 19 97

SOUTHERN CALIFORNIA GAS COMPANY

BY [Signature] (SIGNATURE)PURCHASER CITY OF S.B. M.W.D.

(NAME OF COMPANY)

[Signature]
 (SIGNATURE OF AUTHORIZED REPRESENTATIVE)
 TITLE ENGINEER

FOR OFFICE USE ONLY

ADVANCE PAYMENT INFORMATION: (COPY #1 ONLY)

AMOUNT RECEIVED \$ _____ ☐ CASH, ☐ CHECK

CHECK DRAWN ON: _____

(NAME OF BANK)

(LOCATION OF BANK)

PAYMENT TURNED IN AT COMPANY COLLECTION OFFICE: _____

(LOCATION OF COMPANY OFFICE)

(DATE PAYMENT TURNED IN) 19 ACCOUNT CREDITEDBY [Signature] (NAME OF EMPLOYEE)

AGREEMENT FORM APPROVALS

LOCATION AND DEPARTMENT OF BILLING OFFICE

CREDIT ACCOUNT NO.

BILL NUMBER

BILL DATE

BILL APPROVAL

COMPLETION DATA

ORDER NUMBER

CHARGE ACCOUNT NO.

DATE COMPLETED

COMPLETION DATA APPROVED _____

**COUNTY CLERK AND RECORDER
MICROGRAPHICS WORK ORDER**

CONTROL NO.

Date Submitted: _____ Time: _____ Due Date: _____

Department/Agency: _____ Section _____ Org/Proj #: _____

Primary Contact: _____ Alternate: _____
Name Phone Name Phone

Document/Data Description: _____ # of Boxes Sent _____

SPECIFICATIONS/SPECIAL INSTRUCTIONS: PLEASE CHECK ALL THAT APPLY

- ☐ Microfilm Documents as currently established
☐ Microfilm Documents as per attached instructions
☐ Call Customer when Job is Completed
☐ Original Documents to be Returned to Originator Bldg _____ Floor/Rm # _____ Stop # _____
☐ Original Documents are to be Shredded _____ or Recycled _____ per written approval
☐ Original Microfilm and Security Copies are to be returned to originator

MICROGRAPHICS SERVICES REQUIRED

PLEASE CHECK ALL THAT APPLY

- | | | | |
|--|------------------|--------------|----|
| <input type="checkbox"/> Processing | 16mm x 100'/125' | _____ | rl |
| | 16mm x 215' | _____ | rl |
| | 35mm x 100' | _____ | rl |
| <input type="checkbox"/> Duplicating | 16mm x 100'/125' | _____ | rl |
| | 16mm x 215' | _____ | rl |
| | 35mm x 100' | _____ | rl |
| <input type="checkbox"/> Fiche Dupes | Originals _____ | # sets _____ | ea |
| <input type="checkbox"/> Jackets | 16mm, new | | ea |
| | 16mm, updates | | ea |
| | 16/35mm, new | | ea |
| | 16/35mm, updates | | ea |
| | 35mm, new | | ea |
| <input type="checkbox"/> Aperture Card | Originals | | ea |
| | Duplicates | | ea |
| <input type="checkbox"/> Labor | | | hr |
| <input type="checkbox"/> Labor | | | hr |
| <input type="checkbox"/> Shredding | 1 cubic ft. | _____ | bx |
| <input type="checkbox"/> Pages/Frames | 16mm _____ | 35mm _____ | |

MICROGRAPHICS USE ONLY.

Quantity	Unit Cost	Total Cost
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[illegible]

SERVICES SUBTOTAL: \$

MICROGRAPHICS SUPPLIES

- | | Description | Unit |
|--|------------------|------|
| <input type="checkbox"/> Microfilm Camera Film | 16mm x 100'/125' | rl |
| | 16mm x 215' | rl |
| | 35mm x 100' | rl |
| <input type="checkbox"/> Other | _____ | ea |
| | _____ | ea |
| | _____ | ea |

MICROGRAPHICS USE ONLY

Quantity	Unit Cost	Total Cost
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[illegible]

SUPPLIES SUBTOTAL: \$

SERVICES AND SUPPLIES TOTAL: \$

Date Received: _____ Time: _____ Technician: _____

Date Completed/Sent Out: _____ Time: _____ Technician: _____

Picked up/Rcd by: _____ Date: _____ Micrographics Approval _____

Micrographics Approval

Distribution when job is completed: DISTRIBUTION: WHITE—Micrographics; CANARY—Billing Statement; GREEN—Customer

03/17/98

01:58

909 384 5532
SBMWI ENGINEERING - 5215

NO. 850

001

Post-It™ brand fax transmittal memo 7671		# of pages • 2
To	Starry Aldstadt	
From	James Dye	
Co.	Co.	
Dept.	Phone # 5386	
Fax # 5215	Fax #	

GAS COMPANY
Office 335-7716 Drew Sanchez, Construction
Superintendent
335-7547 Dennis, Field Person
Freeman

1981 W. Lugonia
Redlands, CA 92373

So Cal Gas 335-7847
P.O. Box 3003
Redlands 92373
Planning Associate

Trantwein Crest.

- Tue: Installed 300' of 24" DIP, and one 24" MT 45° bend. 2-3-98
- Wed: Installed 24" DIP from NORTH side of 30th & MT View up to Sta. 105+00 1-24" MT 45° bend and crossed to east side of Median 2-4-98
- Thur: Installed 45° bend and 24" DIP midway btwn 30th & 31st. 2-5-98
- Fri: Installed 200' of 24" DIP short of Marshall blvd. 2-6-98
- Weekend
- Mon: Installed 200' of 24" DIP, one 24" MT 90° bend on Marshall & MT View Concrete end's @ Sta 114+88 785' on MT View & Marshall blvd. 2-9-98
- Tues: Installed 600' of 24" DIP stopped short of 24" Butterfly valve @ Sta 15+40 Marshall & Sierra way 2-10-98
- Wed: Installed 24" BFV, 24" MTX 6" Fly Tee, Two 24" MT 45° bends & 80' of 24" DIP stopped short of Marshall & Sierra way intersection 2-11-98
- Thurs: Crossed intersection of Sierra way and Marshall blvd. 2-12-98

Trautwein const.

- FRI: Installed 300' of 24" DIP from east side *
of Sierra way intersection on Marshall
blvd to east side of intersection of
Lugo & Marshall blvd stopped laying pipe
@ 11:30 a.m. because of 2" Gas main NOT
yet offset by gas company. Gas in WTR alignment
weekend. 2-13-98
- MON: Installed 2" air vac @ 25th & MT View,
4" air vac & 6" Blow off Laterals on
MT View btwn 25th & 26th streets
Gas Co. off due to President day
2-16-98 *
- Tues: Trautwein or Gas co didn't work
Rain delay 2-17-98
- Wed: Installed 4" air vac @ 29th & MT View, 2-18-98 *
2" Lateral w/ 1" air vac & 6" Blow off @ 30th &
MT View. Had problem's w/ 6" Ring grip re-
straints worked over. Trautwein backfilled
trench for Gas co. on Lugo & Marshall blvd.
- Thurs: Finished up 6" blow off @ 30th &
MT View & 1" air vac 2-19-98
- FRI: Installed 280' of 24" DIP from Lugo to
Sepulveda on Marshall. Had to wait for
Gas co. to lower 2" Gas main on Sepulveda &
Marshall blvd. 7.5 hrs OT
weekend. 2-20-98

Trautwein const.

Mon: Rain delayed

2-23-98

Tue: Rain delayed

2-24-98

Wed: Trautwein installed 300' of 24" DIP ON Marshall blvd btwn Sepulveda & Le Roy.

2-25-98

Gas Lateral's were in New 24" Run w/ main alignment. Gas co. Raised Lateral for 177 E. Marshall, cut out gas lateral's for 197 & 207 E. Marshall. Gas co. cut out Gas Lateral for 207 E Marshall and tied one service lateral for both houses and renewed service's at these locations, Lowered Service for 213 E. Marshall causing Trautwein to come to stand still 3 to 4 hours

Sewer Lateral's offset

Gas Lateral's

1. 136 E. Marshall
2. 146 "
3. 156 "
4. 162 "
5. 170 "
6. 186 "
7. 192 " } Both tied together
ON ONE lateral
- 198 "
8. 210 "
9. 214 "
10. 222 "
11. 228 "
12. 145 " Contractor went back
to make repairs
13. 3147 1 - Rm

1. Offset 2" Gas main Lugo & Marshall
2. Offset 2" Gas main Sepulveda & Marshall
3. Raised gas lateral 177 E. Marshall
4. Renewed SUC's @ 197 & 207 Marshall
5. Abandon Lateral 207 Marshall
6. Lowered SUC 213 Marshall

Trautwein const

- THUR: Installed 200' of 24" DIP. & 24" MJ 90° bend on Marshall & Le Roy 2-26-98
- FRI: Installed 300' of 24" DIP on Le Roy st 2-27-98
Had conflict with existing 20" & 16" WTR Lines *
going into Waterman Plant. Will continue on
Monday
weekend.
- MON: Installed two 24" MJ 22½° bends had 3-2-98
to pull one joint of 24" Pipe (TJ) and install *
one joint TJMJ Pipe plus 15' of 24" DIP
with 22½° bends, 10' of 20" DIP and two
reducers 24" x 20" and 200' of 24" DIP.
Trautwein lost one half day on 2-27-98 to
work out offset to clear 20" & 16" WTR mains
- TUES: Installed 54' of 24" DIP, 24" MJ 90° bend and 3-3-98
24" x 6" Fly Tee w/ 6" blow off Lateral
- WED: Installed two 24" MJ 45° bends and 100' of 24" 3-4-98
TJMJ DIP.
- THURS: Installed 2" Air Vac on Le Roy on North 3-5-98
side of Le Roy Plant, 6" blow off Riser on
South side of Le Roy Plant and 6" blow off
Lateral on Marshall Blvd & Sierra Way
- FRI: Installed 24" DIP. on South side of 3-6-98
Waterman Reservoir plus one 24" MJ 90° bend.

TRAUTWEIN CONSTRUCTION

No. of pages incl. this one: 1

To:

Stacey Aldstadt

Fax number:

384-5215

From:

MARK TRAUTWEIN

Date:

3/31/98

If you do not receive all pages, please contact:

TRAUTWEIN CONSTRUCTION
14046 SANTA ANA AVE.
FONTANA, CA 92337
909-829-8258
909-829-8278 FAX

Subject:

Newmark Phase II Gas Line Relocations

Please see below a log of our phone
conversations w/ Gas Co.

335-7847

10AM

Jan 27, 1998 - left message for Drew Sanchez

Jan 28, 1998 - " " " "

Jan 30, 1998 - Drew Sanchez called us & said he was
find out who was in charge of that project (Newmark)

Feb 3, 1998 - Received a call from Dennis Freeman
who said he was in charge of Newmark project.
We told him to meet with Mike Lowen in the
Field.

Feb 10, 1998 - Dennis Freeman met with
Mike Lowen + told him Gas Co. was ready to
start work.

CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT

BOARD OF WATER COMMISSIONERS

HAROLD W. WILLIS
President

Commissioners
B. WARREN COCKE
ALTON L. GARRETT, JR.
JUDY L. REDEKER
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PAUL E. HARMON
Director of Finance

MARJORIE A. HOVERLAND
Director of Administrative Services

JON K. TURNIPSEED
Safety Program Manager

March 17, 1998

Mark Trautwein
Trautwein Construction
14046 Santa Ana Ave.
Fontana, CA 92337

Re: Contract No. 1281

Dear Mr. Trautwein:

We are in receipt of your Daily Extra Work Detail Reports for February 18, 1998, February 19, 1998, February 20, 1998 and February 25, 1998. In order to fully evaluate your claims for extra work, we will need to obtain further documentation and clarify certain information.

Please provide copies of your field notes/daily reports for the dates referenced above. We are looking for confirmation of the equipment which was present at the referenced location as well as the labor costs. Please provide a written justification for the extra work claims, including a brief analysis as to the impact of Southern California Gas' actions on the critical path schedule.

In addition, we request your cooperation in providing us with any records which you have of communications with representatives for Southern California Gas, including your documentation of notification to them of the need for their service relocations.

Thank you for your cooperation in responding to these requests. If you have any questions regarding these requests, please contact me at (909) 384-7210.

Very truly yours,

Stacey R. Aldstadt
Deputy General Manager

cc: Bernard C. Kersey
James Dye
File Contract No. 1281

Events leading up to Gas Company Delay's

1. Field visit the pipeline with Adolph and Tommy in the summer on 1996.
2. Based on their experience in that area, they said that a deep trench in Marshall Avenue and LeRoy Streets would be almost impossible to hold open because of the existence of sugar sand.
3. Engineering worked with URSG to redesign the pipe for a shallow depth.
4. URSG coordinated with the Gas Company on the relocations.
5. Gas Company signed an agreement on 8/7/97. Fully executed Gas Co. agreement dated 9/30/97.
6. Tommy and I met with the Gas Company on Monday November 10, 1997 to discuss the offsets. We asked the gas company to offset the mains before we started work. They said that the job would go smother and be cheaper if they worked with the contractor in the field. Tommy and I both expressed our concerns over possible delays using this method, and the Gas Company assured us that they could stay out of the contractor's way. We worked with purchasing to modify the specification to include the relocation of the gas lines in the contract. ✓
7. On December 17, we received a cost breakdown of the gas company's work.
8. At the preconstruction meeting on January 16, 1998 we reminded the contractor of his responsibility to work with the gas company on the service relocations.
9. *When? 2/13*
The contractor called me claiming delays. I reminded him that he had many laterals to do and that he was not delayed. He worked the week of the February 16, on laterals. *sewer*
10. On February 13, the contractor had to stop work because of the gas line in the trench. *14, 15 are Sat / Sun. on main*
11. On February 17, the Gas Company began work on the project and Trautwien began laying main again.
12. During a EOC meeting on February 18, the contractor paged me requesting the Gas Company's phone number.
13. On February 18, the gas company sent out a crew without an excavator and Trautwein had to provide excavation and backfill for the contractor.
14. On February 19, the gas company still had no excavator and the Trautwein provided excavation and backfill work for the contractor.

No written notice of delay from contractor

Charge order language [Carole]

2/9/98 - Contractor had not Gas Co.

Copy?

16-17 laterals

15. On February 20, Trautwein had to stop work completely while the Gas Company offset a gas main
16. On February 23, and February 24 - rain delays.
17. On February 25 Trautwein was delayed while the Gas Company renewed a gas lateral in the way of the job. This work appeared not to be related to the relocation.

4

CHANGE ORDER NO. 1
ITEM NO. 4 BREAKDOWN

Title: Gas Company - excavation, backfill and compaction on 2/19/98

Description: Provide construction service to the Gas Company to avoid downtime and delays in job progress when gas company services stopped construction progress.

Reason: Gas Company gas mains and service laterals were in the pipeline alignment and had to be relocated. The SBMWD had made prior arrangements with the Gas Company to relocate the service prior to construction. The Gas Company committed to the department that they would be able to relocate the service without impacting Trautwein Construction's forward progress. The Gas Company did not live up to its commitment. Rather than shut down forward progress on the pipeline and request delays, Trautwein took pro-active steps to minimize the delays caused by the Gas Company by providing construction services to the Gas Company.

Prior Approval: During the week prior to the delay, SBMWD Engineering received three phone calls warning of the impending down time associated with the Gas Company's failure to act. SBMWD contacted the Gas Company each time. The Gas Company was unable or unwilling to accelerate the construction schedule to accommodate the contractor's schedule. On 2/18/98, the SBMWD staff, together with Trautwein Construction, and the Gas Company assembled to discuss alternatives. At that meeting the SBMWD authorized Trautwein to provide construction services to the Gas Company in order to avoid additional delays.

**Contractor's
Proposed Cost:** \$ 801.76

**Negotiated
Total Cost:** \$ 801.76

Time Extension: 1 Day

DAILY EXTRA WORK DETAIL REPORT

CONTRACTOR: TRAUTWEIN CONSTRUCTION
14046 SANTA ANA AVENUE
FONTANA, CA 92337

PROJECT: NEWMARK WATER TRANSMISSION PIPELINE - PHASE II
CITY OF SAN BERNARDINO WATER DEPARTMENT
DESCRIPTION: GAS COMPANY - EXCAVATION, BACKFILL AND COMPACT GAS RELOCATIONS.

C.O. #: 02

DATE PERFORMED: 2/19/98

EQUIPMENT / RENTAL	Quantity	HOURS	RATE	COST	LABOR	HOURS	RATE	COST
CAT 916 LOADER	1	4	25.50	102.00	BRIAN WALKER - OPERATOR	4	34.83	139.32
CAT 436 BACKHOE	1	4	21.46	85.84	RAUL CASTANON - LABORER	4	26.07	104.28
ROLLER	1	4	17.50	70.00				

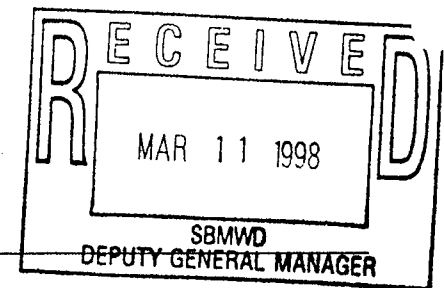
EQUIPMENT SUBTOTAL: 257.84

MATERIAL	QUANTITY	RATE	COST
COLD MIX	5 TONS	23.07	115.35

MATERIAL SUBTOTAL: 115.35

CONTRACTOR:

APPROVED BY:



LABOR SUBTOTAL: 243.60
PLUS: 33% 80.39

LABOR COST: 323.99

EQUIPMENT & MATERIAL: 373.19

SUBTOTAL 697.18

15% ON LABOR COST: 48.60
15% ON EQUIPMENT & MATERIAL: 55.98

TOTAL THIS REPORT: 801.76

03/17/98

01:58

SBMWD-ENGINEERING - 5215

NO. 030

V02

WHITE
GENERAL SERVICES
PHASE FILE

AGREEMENT FOR COLLECTIBLE WORK

C.O. 5213
Spec 1201

No. D 59763

WR# 341442

NOTE: IF WORK UNDER THIS AGREEMENT IS NOT STARTED WITHIN NINETY DAYS (90) FROM THE DATE OF ACCEPTANCE, THE AGREEMENT MAY BE TERMINATED BY EITHER PARTY THERETO.

CHASER CITY OF S.B. WATER DPT.DATE PREPARED 8-4 19 97JOB ADDRESS OR LOCATION MARSHALL BL. FROM LUZO TO LEROY, South to WATERMAN PLANTBILLING ADDRESS 300 N. "D" ST. CITY S.B. PHONE 384-5319

THE PURCHASER HEREBY REQUESTS SOUTHERN CALIFORNIA GAS COMPANY TO PERFORM THE FOLLOWING WORK AT THE JOB ADDRESS OR LOCATION DESCRIBED ABOVE.

DESCRIPTION OF WORK TO BE DONE (3) LOCATIONS TO LOWER 2" M GAS PIPE AND (16) SVCS TO BE ALTERED TO ACCOMMODATE CONSTRUCTION OF A 24" WATER PIPE LINE.

IN CONSIDERATION OF THE ABOVE DESCRIBED WORK, THE PURCHASER AGREES TO PAY TO SOUTHERN CALIFORNIA GAS COMPANY: (CHECK ONE)

- (A) ☐ A FIRM AMOUNT OF \$ _____
- (B) ☒ THE ACTUAL COST AS CALCULATED BY SOUTHERN CALIFORNIA GAS COMPANY.
- (C) ☐ ACTUAL COST CALCULATED BY SOUTHERN CALIFORNIA GAS COMPANY, NOT TO EXCEED \$ _____
- (D) ☐ AN AMOUNT CALCULATED IN ACCORDANCE WITH THE ATTACHED FORM 3117, SPECIFICATIONS FOR CUTTING AND RECONNECTING SERVICES.
- (E) ☐ THE UNIT COST AS CALCULATED BY SOUTHERN CALIFORNIA GAS COMPANY.
- (F) ☐ ACTUAL COST INCURRED FOR INSPECTION OF APPLICANT INSTALLED MAIN/SERVICE EXTENSIONS, AND ALL MATERIALS PURCHASED FROM SO. CAL. GAS CO. FOR COMPETITIVE BIDDING PROJECTS.

THE ACTUAL COST, ANY AGREED UNIT COST OR ANY FIRM ESTIMATE SHALL INCLUDE OVERHEAD COSTS CONTAINED IN THE COMPANY'S APPROPRIATE BILLING FORMULA

☒ PAYMENT IS IN ADVANCE☐ PAYMENT IS DUE AND PAYABLE UPON PRESENTATION OF A BILL TO _____IN CASE OF DEFAULT OR DELAY IN PAYMENT, CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT OMO # 713411

SHALL PAY TO THE COMPANY ALL COSTS AND EXPENSES INCURRED IN THE COLLECTION OF ANY SUM DUE, INCLUDING ATTORNEY'S FEE AND COURT COSTS. A DEPOSIT OF

\$33,588.93

HAS BEEN MADE BY THE PURCHASER AS PAYMENT TOWARD ALL COSTS TO BE INCURRED BY THE COMPANY FOR WORK PERFORMED UNDER THIS AGREEMENT. PURCHASER AGREES TO PAY, UPON PRESENTATION, EACH BILLING ISSUED FOR WORK COMPLETED AND TO MAKE ADDITIONAL ADVANCE DEPOSITS OF

XXXXXXXXXXXX EACH WHENEVER THE COMPANY DETERMINES THE COST OF THE WORK COMPLETED HAS SUBSTANTIALLY EQUALLED THE AMOUNT OF THE DEPOSIT. IF ACTUAL COST EXCEEDS THE DEPOSIT(S), THE PURCHASER SHALL PAY THE COMPANY THE DIFFERENCE. IF THE TOTAL COST IS LESS THAN THE DEPOSIT(S), THEN THE COMPANY SHALL REFUND THE DIFFERENCE.

THE PURCHASER AGREES THAT ANY EXCAVATION MADE BY HIM THAT IS TO BE ENTERED BY GAS COMPANY EMPLOYEES, AGENTS OR SUBCONTRACTORS IN PERFORMING THE WORK COVERED BY THIS AGREEMENT SHALL CONFORM TO ALL REQUIREMENTS OF STATE OF CALIFORNIA CONSTRUCTION SAFETY ORDERS, PARTICULARLY THE PROVISIONS OF ARTICLE 6, SECTIONS 1539 THROUGH 1547, WHICH RELATE TO THE SAFE CONSTRUCTION OF TRENCHES AND EXCAVATIONS.

THE PURCHASER FURTHER AGREES TO TAKE ALL REASONABLE CARE IN PROTECTING THE GAS COMPANY'S PROPERTY FROM DAMAGE, INCLUDING THE USE OF PROCEDURES WHICH WILL NOT PLACE UNDUE STRAIN ON PIPES DURING EXCAVATION AND BACKFILL OR CAUSE DAMAGE TO PIPE PROTECTIVE COATINGS.

THE PURCHASER SHALL ALSO INDEMNIFY THE GAS COMPANY AGAINST, AND SAVE AND HOLD IT HARMLESS FROM, ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES AND COSTS OF EVERY KIND AND NATURE FOR INJURY TO OR DEATH OF ANY AND ALL PERSONS, INCLUDING WITHOUT LIMITATION, EMPLOYEES OR REPRESENTATIVES OF THE GAS COMPANY OR OF THE PURCHASER, OR ANY OTHER PERSON OR PERSONS, AND FOR DAMAGE, DESTRUCTION OR LOSS, CONSEQUENTIAL OR OTHERWISE, TO OR OF ANY AND ALL PROPERTY, REAL OR PERSONAL, INCLUDING, WITHOUT LIMITATION, PROPERTY OF THE GAS COMPANY OR OF THE PURCHASER, OR OF ANY OTHER PERSON OR PERSONS, RESULTING FROM OR IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK UNDER THIS CONTRACT. THE PURCHASER SHALL, ALSO, UPON REQUEST BY THE GAS COMPANY, AND AT NO EXPENSE TO THE GAS COMPANY, DEFEND THE GAS COMPANY IN ANY AND ALL SUITS, CONCERNING SUCH INJURY TO OR DEATH OF ANY AND ALL PERSONS, AND CONCERNING SUCH DAMAGE, DESTRUCTION OR LOSS, CONSEQUENTIAL OR OTHERWISE, TO OR OF ANY AND ALL PROPERTY, REAL OR PERSONAL, INCLUDING, WITHOUT LIMITATION, SUITS BY EMPLOYEES OR REPRESENTATIVES OF THE GAS COMPANY OR OF THE PURCHASER OR ANY OTHER PERSON OR PERSONS, EXCLUDED FROM THIS PARAGRAPH ARE ONLY THOSE INJURIES TO OR DEATHS OF PERSONS AND DAMAGE, DESTRUCTION OR LOSS, TO OR OF PROPERTY ARISING FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE GAS COMPANY, OR ITS EMPLOYEES OR REPRESENTATIVES.

AGREED AND ACCEPTED SEPT 30 19 97

SOUTHERN CALIFORNIA GAS COMPANY

BY [Signature] (SIGNATURE)PURCHASER CITY OF S.B. M.W.D.

(NAME OF COMPANY)

TITLE [Signature] (SIGNATURE OF AUTHORIZED REPRESENTATIVE)

FOR OFFICE USE ONLY

ADVANCE PAYMENT INFORMATION: (COPY #1 ONLY)

AMOUNT RECEIVED \$ _____ ☐ CASH, ☐ CHECK

CHECK DRAWN ON:

(NAME OF BANK)

(LOCATION OF BANK)

MENT TURNED IN AT COMPANY COLLECTION OFFICE:

(LOCATION OF COMPANY OFFICE)

(DATE PAYMENT TURNED IN) 19 _____ ACCOUNT CREDITED

BY _____ (NAME OF EMPLOYEE)

AGREEMENT FORM APPROVALS

LOCATION AND DEPARTMENT OF BILLING OFFICE

CREDIT ACCOUNT NO.

BILL NUMBER

BILL DATE

BILL APPROVAL

COMPLETION DATA

ORDER NUMBER

CHARGE ACCOUNT NO.

DATE COMPLETED 19 _____

COMPLETION DATA APPROVED _____

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TRAUTWEIN CONSTRUCTION

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To:

Stacey Aldstadt

Fax number:

384-5215

From:

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Date:

3/31/98

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- 1 - CL 17th

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March 17, 1998

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Please provide copies of your field notes/daily reports for the dates referenced above. We are looking for confirmation of the equipment which was present at the referenced location as well as the labor costs. Please provide a written justification for the extra work claims, including a brief analysis as to the impact of Southern California Gas' actions on the critical path schedule.

In addition, we request your cooperation in providing us with any records which you have of communications with representatives for Southern California Gas, including your documentation of notification to them of the need for their service relocations.

Thank you for your cooperation in responding to these requests. If you have any questions regarding these requests, please contact me at (909) 384-7210.

Very truly yours,

Stacey R. Aldstadt
Deputy General Manager

cc: Bernard C. Kersey
James Dye
File Contract No. 1281

Events leading up to Gas Company Delay's

1. Field visit the pipeline with Adolph and Tommy in the summer on 1996.
2. Based on their experience in that area, they said that a deep trench in Marshall Avenue and LeRoy Streets would be almost impossible to hold open because of the existence of sugar sand.
3. Engineering worked with URSG to redesign the pipe for a shallow depth.
4. URSG coordinated with the Gas Company on the relocations.
5. Gas Company signed an agreement on 8/7/97. Fully executed Gas Co. agreement dated 9/30/97.
6. Tommy and I met with the Gas Company on Monday November 10, 1997 to discuss the offsets. We asked the gas company to offset the mains before we started work. They said that the job would go smoother and be cheaper if they worked with the contractor in the field. Tommy and I both expressed our concerns over possible delays using this method, and the Gas Company assured us that they could stay out of the contractor's way. We worked with purchasing to modify the specification to include the relocation of the gas lines in the contract. ✓
7. On December 17, we received a cost breakdown of the gas company's work.
8. At the preconstruction meeting on January 16, 1998 we reminded the contractor of his responsibility to work with the gas company on the service relocations.
9. *When? 2/13*
The contractor called me claiming delays. I reminded him that he had many laterals to do and that he was not delayed. He worked the week of the February 16, on laterals. *sewer*
10. On February 13, the contractor had to stop work because of the gas line in the trench. *14, 15 are Sat / Sun. on main*
11. On February 17, the Gas Company began work on the project and Trautwein began laying main again.
12. During a EOC meeting on February 18, the contractor paged me requesting the Gas Company's phone number.
13. On February 18, the gas company sent out a crew without an excavator and Trautwein had to provide excavation and backfill for the contractor.
14. On February 19, the gas company still had no excavator and the Trautwein provided excavation and backfill work for the contractor.

No written notice of delay from contractor.

Charge order language Caralled

2/9/98 Contractor had not Gas Co.

copy?

16-17 laterals

15. On February 20, Trautwein had to stop work completely while the Gas Company offset a gas main

16. On February 23, and February 24 - rain delays.

17. On February 25 Trautwein was delayed while the Gas Company renewed a gas lateral in the way of the job. This work appeared not to be related to the relocation.